

P BK 94 PG 618

P BK 94 PG 526

CERTIFICATE OF TRUST

This CERTIFICATE OF TRUST (hereinafter "Certificate") is executed by the Successor Trustees of the PAUL DEAN WHITFIELD SR. REVOCABLE TRUST, a revocable grantor trust established by inter vivos agreement (hereinafter "Trust Agreement") executed by the Grantor and the Primary Trustee (hereinafter "Trust") in accordance with § 91-9-7 of the Mississippi Code Annotated, as amended, and, by this Certificate, the Grantor and Primary Trustee hereby certify the following:

- (a) The name of the Trust is the PAUL DEAN WHITFIELD SR. REVOCABLE TRUST - See Exhibit "A" attached hereto and made a part hereof as if copied herein verbatim.
- (b) The street and mailing address of the office of the Trust are:

1473 Highway 51 South
Hernando, Mississippi 38632

The street and mailing address of the Primary Trustee are:

1473 Highway 51 South
Hernando, Mississippi 38632

If the Primary Trustee is deceased, is incapacitated, then the name(s) and street and mailing address(es) of all trustee(s) who are authorized to act as successor trustee(s) pursuant to and under the Trust Agreement at the time of the execution of this Certificate are:

First Successor:

PAUL DEAN WHITFIELD JR., Co-Successor Trustee
1885 Tara Street
Hernando, Mississippi 38632

and

JOSEPH BRYANT WHITFIELD, Co-Successor Trustee
415 Country Club Drive
Hernando, Mississippi 38632

- (c) The name and street and mailing address of the Grantor are:

PAUL DEAN WHITFIELD SR.
1473 Highway 51 South
Hernando, Mississippi 38632

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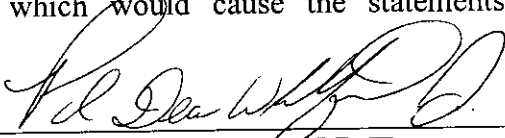
(d) The legal description(s) of all interest(s) in real property which is(are) and shall be owned by or conveyed to the Trust and which is(are) located in the Mississippi County of the Chancery Court Clerk's Office in which this Certificate is and shall be filed is(are) attached to this Certificate as Exhibit "A."

(e) The anticipated date of termination of the Trust is perpetual.

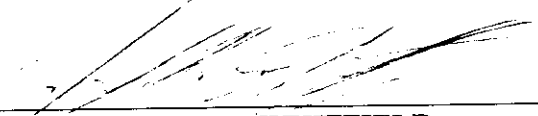
(f) The Trust Agreement grants the Trustee all powers granted to trustee(s) by the Uniform Trustees' Powers Law, §§ 91-9-101 et seq. of the Mississippi Code Annotated, as amended, which are therein incorporated by reference, and all other powers granted to trustee(s) by law.

The Successor Trustees further hereby certify that no provisions in the Trust Agreement, or any amendment to the Trust Agreement, exist which limit the powers and authority of the trustee(s) to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments the Trust assets, including real and personal property.

The Successor Trustees hereby certify that the statements and representations contained in this Certificate are true and correct, and that the Trust Agreement has not been altered, amended, modified or revoked in any manner which would cause the statements and representations in this Certificate to be incorrect.



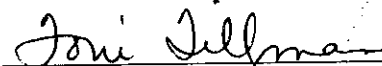
PAUL DEAN WHITFIELD JR.,
Successor Co-Trustee



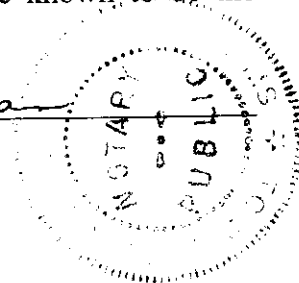
JOSEPH BRYANT WHITFIELD,
Successor Co-Trustee

STATE OF MISSISSIPPI)
) SS:
COUNTY OF DE SOTO)

Personally came before me this 16th day of April, 2002, the above-named PAUL DEAN WHITFIELD JR. and JOSEPH BRYANT WHITFIELD, to me be known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public



My Commission Expires:

MISSISSIPPI STATE NOTARY PUBLIC
MY COMMISSION EXPIRES
BOND # 1000000000

PREPARED BY AND RETURN TO:
HOLCOMB DUNBAR, P.A.
P.O. BOX 190
SOUTHAVEN, MS 38671
(601) 349-0664
FILE # 701298



PAUL DEAN WHITFIELD SR.

REVOCABLE TRUST

THIS REVOCABLE TRUST AGREEMENT (the "Agreement" or "Trust"), made and entered into this the 10 day of May, 2001, by and between PAUL DEAN WHITFIELD SR., as an individual, of Desoto County, Mississippi (hereinafter, the "Grantor"), PAUL DEAN WHITFIELD SR. and PAUL DEAN WHITFIELD JR., both of Desoto County, Mississippi (hereinafter collectively known as the "Trustee").

WITNESSETH:

ARTICLE I
PERSONAL DATA

A. I am married to BILLIE A. WHITFIELD and any reference to "my wife" or "my spouse" are to her only.

B. I have two adult children: PAUL DEAN WHITFIELD JR. and JOSEPH BRYANT WHITFIELD. Any reference to "my child" or "my children" shall refer to them only.

C. Unless otherwise clearly indicated, for purposes of this Will, the words "issue", "child" and "children" shall include (i) those by legal adoption as well as those by birthright, whether born in or out of wedlock, so long as any person born out of wedlock is acknowledged in a written instrument executed by one of their natural parents who is a lawful blood descendent of mine to be

the child of said descendent; and (ii) those born subsequent to the execution date of this Agreement.

Any issue in gestation, later born alive, shall be considered an issue in being.

ARTICLE II
PROPERTY

A. The Grantor hereby transfers, delivers and pays over to the Trustee, in trust, subject to the terms, conditions and distribution dates hereinafter set forth, all of the property and assets listed on the attached Schedule "A". The Trustee acknowledges receipt thereof and agrees to hold same in trust under the terms and conditions of this Agreement.

B. The Grantor or any other person may, at any time during the term of the Trust (or any trust created hereunder), and from time to time, designate the Trustee as beneficiary of, or assign to the Trustee contracts of life insurance insuring the life of the Grantor or any other person, or similar contracts under which death benefits may be made payable to the Trustee (including proceeds from a pension or profit sharing plan), and may convey, assign, and deliver to the Trustee any other property acceptable to the Trustee, all of which shall be held under the terms of this Agreement. The Grantor or any other person may provide by Will for the payment to the Trustee of some or all of the assets of a testamentary estate, and in such event the property or amounts so paid over to the Trustee shall be held and disposed of in accordance with the provisions of this Agreement. The payment of money or other property to the Trustee from the proceeds of insurance, devise, gift or otherwise, may be specifically directed for addition to the Trust (or any trust created hereunder), and in such event, that money or other property shall become an integral part of the Trust (or any trust created hereunder and designated to receive it) and shall be subject to the provisions of the Trust (or that specific trust designated to receive it).

ARTICLE III
LIFE INSURANCE

A. Notwithstanding the fact that the death benefits of one or more insurance policies on the life of the Grantor or any other person shall be made payable to the Trustee hereunder, no such policy shall become an asset of the Trust (or any trust created hereunder) until the same has been assigned to the Trustee by an instrument in writing, and it is hereby expressly provided that the owner of any such policy reserves to himself for his sole benefit all privileges, benefits and options accruing thereunder prior to the time of his death, including the right to change beneficiaries. The Trustee shall have no obligation to pay any premiums, assessments or other charges with respect to any of the policies herein assigned, or to see that such premiums are paid or that such policies are renewed or kept in force by the Grantor or others.

B. If the insured under all said policies of insurance shall become totally and permanently disabled, within the meaning of any of said policies and because thereof, the payment of premiums may during the pendency of such disability be waived, the Trustee may promptly, upon receipt of said knowledge, notify the respective insurance company or companies and take any and all steps necessary to make such waiver of premiums effective.

C. Upon the death of the insured under any insurance policy or similar contract known by, and payable to the Trustee, the Trustee shall demand and collect from the issuing company, under any of the optional modes of payment provided in any such policy, all the proceeds of such policy. The Trustee need not institute legal action to enforce payment of such proceeds without indemnification satisfactory to it for any attorney fees or other related expenses it may incur, and the Trustee shall be entitled to reimbursement from the Trust property for all reasonable expenses

incurred by it in seeking to enforce payment of such proceeds. No insurance company shall be responsible for the application of the proceeds of any policy by the Trustee, and payment to the Trustee shall be a complete discharge of the insurance company under such policy.

ARTICLE IV
RIGHT TO AMEND OR REVOKE

A. The Grantor expressly reserves the powers to:

(1) revoke this Agreement by an instrument in writing delivered to the Trustee while the Grantor is alive;

(2) alter, amend or modify this Agreement at any time or from time to time by an instrument in writing delivered to the Trustee while the Grantor is alive, but no such alteration, amendment or modification shall increase the duties nor change the basis for compensation of the Trustee without its written consent; or

(3) withdraw from the Trust (or any trust created hereunder) any part or all of the property forming a part of or held in the Trust (including any life insurance policy), which property was added to the Trust (or a trust created hereunder) by the Grantor. Any such withdrawal by the Grantor shall be considered a revocation of this Trust solely with respect to the property withdrawn.

B. If at the time of any exercise of (1) the powers reserved to the Grantor in this Article IV, or (2) any other powers of the Grantor to demand and receive the principal and undistributed income of the Trust, the Grantor is determined, in the manner specified in Article XII, to be incapacitated, the Trustee shall disregard any instructions from the Grantor which have the effect of revoking, altering, amending or modifying this Agreement in whole or in part or enabling the Grantor to withdraw from the Trust any life insurance policy or other property forming a part of the Trust.

C. Notwithstanding anything herein to the contrary, the Grantor shall always have the right to exercise a general power of appointment, by his Will, specifically referring to the reservation

of this general power of appointment in this Article IV, to appoint all of the Trust property to the estate of the Grantor, the creditors of the Grantor or the creditors of the Grantor's estate.

D. The powers reserved by and to the Grantor in this Article IV shall be personal to the Grantor and shall not be exercisable by any conservator, committee, guardian or like fiduciary, nor shall they be assignable to nor extend to the Personal Representative of the Grantor's estate, nor any beneficiary named herein.

ARTICLE V DISPOSITION DURING GRANTOR'S LIFE

A. The Trustee shall hold, manage, invest and reinvest the Trust property and, during the lifetime of the Grantor, pay to or apply for the Grantor's benefit all of the net income of the Trust in convenient installments, together with all or any portion of the principal thereof as the Grantor may, from time to time, request by appropriate notice to the Trustee. If at any time or times the Grantor is determined, in the manner provided in Article XII, to be incapacitated, the Trustee shall use and expend for the benefit of the Grantor, all or any portion of the net income or principal of the Trust at such times and in such manner as the Trustee may deem advisable in its sole and absolute discretion, and any net income not distributed shall periodically be added to and commingled with the principal of the Trust.

B. Upon the Grantor's death, this trust shall become irrevocable and the property held by the Trustee hereunder shall be retained or distributed as hereinafter set forth.

C. If the Grantor's Will specifically bequeaths or devises any property (other than tangible personal property and household articles which are governed by Paragraph D below) which at the time of the Grantor's death is held in or receivable by the Trust hereunder (and not in the

Grantor's probate estate), the Trustee shall make distribution of such property as provided in the Grantor's Will.

D. If any tangible personal property of a personal effects nature or household articles are held in the Trust hereunder at the time of the Grantor's death, such property shall be promptly distributed by the Trustee to such person or persons, as to the item or items or proportions specified, to whom the Grantor may at any time appoint by written instrument executed with all of the formalities of a Will and delivered to the Trustee hereunder prior to the Grantor's death. To the extent that any such items of property are not disposed of by such appointment, such undisposed items of property shall be disposed of by the Trustee in exactly the same manner as such property would have been disposed of under the terms and provisions of the Grantor's Will had such property been included in the Grantor's probate estate. Only to the extent such items of property are not thus disposed of, by the exercise of such inter vivos or testamentary powers of appointment, shall they be disposed of as part of the other Trust assets hereunder.

ARTICLE VI
PAYMENT OF TAXES, CLAIMS AND EXPENSES

After the Grantor's death, the Trustee, in its sole and absolute discretion, may pay all or any part of the Grantor's funeral expenses, legally enforceable claims against the Grantor or his estate, reasonable expenses of administration of his estate, any allowances by court order to those dependent upon the Grantor, any estate, inheritance, succession, death or similar taxes payable by reason of the Grantor's death, together with any interest thereon or other additions thereto, without reimbursement from the Grantor's Personal Representative, from any beneficiary of insurance upon the Grantor's life, or from any other person. All such payments, except of interest, shall be charged generally against that portion of the trusts created hereunder which are includable in the Grantor's estate for federal estate tax purposes, and any interest so paid shall be charged generally against the income thereof; provided, however, that no distribution shall be made if such distribution would jeopardize any charitable deduction to which the Grantor's estate might otherwise be entitled. The Trustee may make such payments directly or may pay over the amounts thereof to the Personal Representative of the Grantor's estate. Written statements by the Personal Representative of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee, and the Trustee shall be under no duty to see to the application of any such payments. The Trustee shall pay over to the Personal Representative of the Grantor's estate all obligations of the United States government held hereunder which may be redeemed at par in payment of federal estate taxes.

[COMMENT1]

ARTICLE VII
DISPOSITION OF REMAINING TRUST ASSETS

Upon the Grantor's death, the principal and undistributed income of the Trust, together with all additions thereto, if any, shall be held, managed, invested and reinvested for the following purposes:

A. (1) To my wife, BILLIE A. WHITFIELD, if she survives me.

(2) If my wife does not survive me, or if she, or if applicable, the Personal Representative of her estate, exercises a valid disclaimer in accordance with federal and state law of all or a portion of the foregoing bequest, then the entire principal and undistributed income of the Trust, or the disclaimed portion thereof shall be known as the WHITFIELD FAMILY TRUST, and held in accordance with the remaining provisions of this Article.

B. Except as provided in Paragraph C of this Article, my Trustee shall hold manage, invest and reinvest the WHITFIELD FAMILY TRUST, together with all additions thereto, from whatever source, in accordance with the following provisions:

(1) My Trustee shall divide the remainder or all, as the case may be, of any undistributed income and principal of the Trust, together with all additions thereto, if any, from whatever source, into equal shares: one equal share for each child of mine then living, and one equal share for each group of then living issue of a then deceased child of mine, and shall hold each share in a separate trust in accordance with the following provisions:

(a) With respect to each share of the Trust property for a child of the Grantor who is then living, the Trustee shall pay over and deliver the child's separate share to such child in fee.

(b) With respect to any share for each group of then living issue of a deceased child of mine, the Trustee shall hold such share in a separate trust, shall invest and reinvest the same, shall collect the income therefrom and shall hold, accumulate or dispose of the trust principal and undistributed income in accordance with the following provisions:

(i) Until the termination of the trust, the Trustee may pay to or apply for the benefit of any one or more of such issue who are living, all or any portion of the net income or principal as the Trustee in its uncontrolled discretion may determine to be necessary and proper to provide for the health, support, maintenance and education of such issue. Any net income in any year which is not paid to, or applied for the benefit of, any one

or more of such issue shall be added to the principal of the trust at the end of the year. In distributing income or principal to or for the benefit of such issue under the foregoing provisions, the Trustee shall not be required to make equal distributions or expenditures to or for all of such issue, but may distribute or expend the income or principal to or for the benefit of one or more or all of the issue, equally or unequally, without any duty or responsibility at a later date to equalize unequal payments.

(ii) Upon the date when the youngest child of such deceased child of mine attains the age of twenty-five (25) years or upon the date when there is no longer living at least one such child of such deceased child of mine who is under the age of twenty-five (25) years, or, if earlier, upon the date required for distributions under Article VIII hereafter (regarding the Rule Against Perpetuities), the Trustee shall convey, transfer and deliver the trust property, per stirpes, to the then living issue of such deceased child; or if there be no such issue then living, the Trustee shall divide the trust property into equal shares, one equal share for each child of mine then living, and one equal share for each group of then living issue of each then deceased child of mine, the share of any person or group for whom a trust formed hereunder then exists to be added to such trust, otherwise to be paid to such child, or per stirpes to such then living issue. Upon the completion of such distribution, the trust shall terminate.

C. Notwithstanding the provisions of Paragraph B of this Article, if my wife survives me and exercises a disclaimer of all or a portion of her disposition under Paragraph A of this Article, then unless she exercises a further disclaimer in accordance with federal and state law of her interest in the property passing under this Paragraph C, my Trustee shall hold the WHITFIELD FAMILY TRUST as a single trust in accordance with the following provisions:

(1) During the lifetime of my wife, my Trustee is authorized from time to time to accumulate or to pay to or apply for the benefit of one or more of the members of a class of persons consisting of my wife and my issue, all or any portion of the net income and principal of the WHITFIELD FAMILY TRUST at such times and in such manner as my Trustee may deem advisable in its sole and absolute discretion without regard to equality of distribution, and any net income not distributed shall be periodically added to and commingled with the principal of the WHITFIELD FAMILY TRUST. As a guide to my Trustee only and not as a binding obligation of trust, I suggest that in exercising its discretion regarding payment or application of the net income or principal hereunder, that my Trustee primarily consider the needs and welfare of my wife be preferred. In determining the amount, if any, of the net income and principal which is to be paid to or applied for the benefit of any one member of said class, my Trustee shall not be required to take into consideration any member's income or capital resources. No exercise of discretion in any year or years shall constitute a precedent obligating my Trustee to similar action in any other year or

years. Any principal so disbursed to any issue of mine shall be charged to the principal of the WHITFIELD FAMILY TRUST generally and shall not be charged against the share of any such issue.

(2) At the death of my wife, the remaining principal and undistributed income of the WHITFIELD FAMILY TRUST shall be administered in accordance with Paragraph B and the remaining provisions of this Article.

D. Except as otherwise provided herein, I hereby authorize the Trustee in its uncontrolled discretion, at any time and from time to time, to disburse from the principal of any of the trust estates created under this Article (even to the point of completely exhausting same), such amounts as it may determine to be necessary for the health, support, maintenance and education of the current income beneficiaries. In determining the amounts of principal to be so disbursed, the Trustee shall not take into consideration any other income or property which such income beneficiary may have from any other source, and the Trustee's discretion shall be conclusive as to the advisability of any such disbursement and the same shall not be questioned by anyone. For all sums so disbursed, the Trustee shall have full acquittance. All such disbursements from principal shall be charged against the entire trust fund from which they are made, and shall not be charged against any individual share of the principal subsequently distributed to any beneficiary.

E. If my wife and all of my issue shall predecease me, then upon the happening of such event, my Trustee shall distribute the trust principal and undistributed income to my heirs, per stirpes, as determined under the laws of the State of Mississippi regarding intestate succession, in effect on the date of this instrument.

F. The Trustee may in its uncontrolled discretion terminate any trust created in this Article when in its opinion the principal amount thereof does not warrant the cost of continuing said trust, or its administration would be otherwise impractical. Upon such termination, the Trustee shall

pay over the principal and undistributed income of such trust to my issue then living to whom income payments could be made under such trust immediately prior to its termination under this paragraph, such issue to take in equal shares, per stirpes.

G. The Grantor hereby authorizes the Trustee in his uncontrolled discretion, at any time and from time to time, to disburse from the principal of any of the trust estates created under this Article (even to the point of completely exhausting same), such amounts as it may determine to be necessary for the comfort, maintenance, education, support, and medical care of the current income beneficiaries. In determining the amounts of principal to be so disbursed, the Trustee may take into consideration any other income or property which such income beneficiary may have from any other source, and the Trustee's discretion shall be conclusive as to the advisability of any such disbursement and the same shall not be questioned by anyone. For all sums so disbursed, the Trustee shall have full acquittance. All such disbursements from principal shall be charged against the entire trust fund from which they are made, and shall not be charged against any individual share of the principal subsequently distributed to any beneficiary.

H. The Trustee's decisions regarding distributions of income and principal shall be within his uncontrolled discretion and shall be binding upon the beneficiaries and all persons taking from, through, or under them.

I. The Trustee may in its uncontrolled discretion terminate any trust created in this Agreement when in the Trustee's opinion the principal amount thereof does not warrant the cost of continuing said trust, or its administration would be otherwise impractical. Upon such termination, the Trustee shall pay over the principal and undistributed income of such trust to Grantor's issue then

living to whom income payments could be made under such trust immediately prior to its termination under this paragraph, such issue to take in equal shares per stirpes.

ARTICLE VIII
RULE AGAINST PERPETUITIES

Notwithstanding anything herein to the contrary, the Trust (or any trusts created hereunder) shall terminate not later than twenty-one (21) years after the death of the last to die of those beneficiaries who are living on the date on which this Agreement shall become irrevocable, and the then remaining principal and undistributed income of the Trust (or trusts created hereunder) shall be paid to the current income beneficiaries who are then or who would have been entitled to receive the income from the Trust (or said trust created hereunder) and in the same proportions as they are or would have been entitled to such income, and if the proportions are not specified, in equal shares to such beneficiaries, absolute and free of trust.

ARTICLE IX
POWERS OF TRUSTEE

A. The Trustee shall be authorized to exercise, in its discretion, all of the fiduciary powers contained in Mississippi Code Annotated Title 91, Chapter 9, Sections 101-109 and said Code sections are hereby incorporated by reference in their entirety as completely as if copied herein verbatim. In the event the legislature of the State of Mississippi amends or repeals any of said Mississippi statutes, the fiduciary powers in effect at the date of execution of this Agreement, hereinabove specified, shall remain, without diminution or restriction, the authorized powers of the Trustee.

B. In addition to said powers and the powers ordinarily possessed by trustees under other statutory authority and at common law, and without limitation thereof, the Grantor hereby expressly authorizes the Trustee, in its discretion, to exercise the following powers and discretions:

(1) To retain any property regardless of whether it is of the class authorized by law for the investment of trust funds, and to abandon such property or any interest in it as may be deemed advisable; but the Trustee shall not retain any stock in an "electing small business corporation" as that term is defined in Section 1371(b) of the Internal Revenue Code if such retention would cause the termination of that particular corporation's election.

(2) To invest and reinvest in property of any character, real or personal, foreign or domestic, including, but not limited to, stocks, bonds, mutual funds, common trust funds, certificates of deposit (including those maintained by the Trustee or any other fiduciary), securities of investment companies or other securities, unsecured obligations, undivided interests, loan participations (including loans for which the Grantor's estate or the estate of the Grantor's spouse may be wholly, partially or contingently liable) and leases, regardless of whether such property is of the class authorized by law for the investment of trust funds.

(3) To make distributions in cash or in kind, or partly in cash and partly in kind, and to divide, partition, allocate or distribute particular assets or undivided interests therein, without any obligation to make proportionate distributions or to distribute to all beneficiaries property having an equivalent income tax basis, and without regard to any provision of law expressing a preference for distributions in kind, and to value such property to the extent permitted by law.

(4) To establish and maintain reasonable reserves for depreciation on property subject to depreciation under generally accepted accounting principles as a charge against income and a credit to principal.

(5) To make in its sole and absolute discretion any income, estate or gift tax elections, including whether to claim deductions on the Grantor's estate tax return or on any income tax returns and without making an adjustment from income to principal nor with respect to any devise because of any such decision, and any such determination shall be final and binding upon all persons interested in the Grantor's estate. If the Trustee in good faith decides that there is uncertainty as to the inclusion of particular property in the Grantor's gross estate for federal estate tax purposes, he shall exclude such property from the Grantor's gross estate in the estate tax return. The Trustee shall not be liable for any loss to the Grantor's estate or to any beneficiary, if such loss results from his decision made in good faith that there is uncertainty as to inclusion of particular property in the Grantor's gross estate. The decision of the Trustee as to the date which should be selected for the valuation of property in the Grantor's gross estate for federal estate tax purposes shall be conclusive on all concerned.

(6) To accept and add to the principal of any trust created hereunder additional property received from any source.

(7) To exercise all of the powers and discretions granted herein until the final distribution of all property.

(8) To enter into any transaction with the Grantor's Personal Representative or the Trustee under any instrument other than this Agreement to the same extent as with any other person even though the Trustee or the Personal Representative may be the same entity.

(9) To do all such acts and exercise all such rights and privileges, although not specifically listed hereunder, which the Trustee deems necessary or advisable for the proper and advantageous management, investment and distribution of this trust estate and to make, execute and deliver any instruments or agreements binding said trust.

(10) To use either real or personal property to pay debts and taxes against the Grantor's estate or any portion thereof and to that end he is hereby authorized to sell real estate for that purpose before personalty is exhausted.

(11) If the Grantor has made arrangement for the sale or disposition of any business interests which he owns at the time of his death and whether operated in the form of a sole proprietorship, partnership, or corporation, then the Grantor directs the Trustee to carry out such agreement or agreements as expeditiously as possible. Otherwise, the Trustee may continue to hold any such business interests for such period as the Trustee may deem advisable, regardless of whether such business interest is of a class or diversification authorized by law for the investment of trust funds, and to operate as a sole proprietorship or as a partnership or corporation such business interest and any other business interest which may be acquired by this Trust and to do any and all things necessary or appropriate for the management and operation of such business interest including, but not limited to, in addition to the other powers and authority conferred by law or contained in this Article, the following powers:

(a) To control, direct and manage the business directly or to delegate all or any part of its power to supervise and operate, to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the business.

(b) To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate, including the authority and power to employ any beneficiary in any of the foregoing capacities.

(c) To make or obtain loans or advances on such conditions, at such rates of interest and for such business purposes as may be deemed advisable and to invest or lend non-business assets of this Trust in or to such business or to pledge such assets as security for loans made to such business.

(d) To take any action required to convert any corporation into a partnership or sole proprietorship or to organize a corporation under the laws of the State of Mississippi or any other state and to transfer thereto all or any part of the business or interests and to receive in exchange therefor such stocks, bonds and other securities as may be deemed advisable.

(e) To treat the business as an entity separate from the Grantor of this Trust and in accountings to the Grantor's beneficiaries, the Trustee shall only be required to report the earnings and condition of the business in accordance with standard accounting practices.

(f) To retain in the business operated as a sole proprietorship or partnership such amount of the net earnings for working capital and other purposes of the business as the Trustee may deem advisable in conformity with sound business practice.

(g) To sell or liquidate all or part of any business at such time and price and upon such terms and conditions (including credit) as the Trustee may determine, including the authority and power to make such sale to any partner, officer or employee of the business or to any beneficiary hereunder and to employ brokers or agents for such purposes.

(h) To acquire additional interests in such business and to diminish, enlarge or change the scope or nature of the activities of any business.

(i) The Grantor is aware that certain risks are inherent in the operation of any business and in determining any question of liability for losses, it should be considered that the Trustee is engaging in a speculative enterprise at the Grantor's express request.

(12) To continue to hold any real property or interests therein which the Grantor may own at the time of his death and whether held in fee, as lessee, or lessor, or jointly as a joint tenant or a partner for such period as the Trustee may deem advisable and regardless of whether such real property is of a class or diversification authorized by law for the investment of trust funds and to operate as a sole proprietorship or as a partnership or corporation such real property and any other real property which may be acquired by the Grantor's estate or by this Trust and to do any and all things necessary or appropriate for the management and operation of such real property, including, but not limited to, in addition to the other powers and authority conferred by law or contained in this Article, the following powers:

(a) To manage or develop any real property in such manner as the Trustee may determine; to sell, transfer, or exchange any such real property upon such terms and conditions as may be deemed advisable; to make, renew, or modify leases on such property for such rentals and on such terms as the Trustee may determine irrespective of whether the term of any such lease may extend beyond the administration of the Grantor's estate or of this Trust; to erect buildings or improvements thereon, to abandon such property, to adjust boundaries, to partition and pay sums necessary to equalize such partition, to erect or demolish buildings thereon, to convert for a different use, to dedicate for public use without compensation, to grant easements, to waive payment for property taken by right of eminent domain, to insure for any or all risks, to grant options, to enter party wall contracts, to protect out of the general funds of the Grantor's estate or of this Trust, to insure or perfect title, and to charge the cost of any action taken with regard to any such real property to principal or income as the Trustee may determine.

(b) To make all ordinary repairs on any such real property and such extraordinary repairs, alterations, or improvements as the Trustee may deem advisable, and to charge all ordinary repairs against the income and all extraordinary repairs, alterations, or improvements against the principal of which the property being repaired, altered, or improved forms a part.

(c) To mortgage such property in such amount or otherwise obtain loans or advances, on such conditions, and such rates of interest as may be deemed advisable or to modify, renew, subordinate or extend any such mortgage and to invest or loan other assets of the Grantor's estate or of this Trust in or to such development or to pledge such assets as security for loans made to such development.

(d) With respect to any real property which is damaged or destroyed, whether by fire, storm or otherwise, to repair or rebuild such property in such manner as the Trustee may determine, using the proceeds of any insurance which may become available as a result of such damage or destruction or, to the extent that such insurance is not sufficient, principal, or income as may be advisable.

(e) To set up such reserves out of income, as the Trustee may determine, for taxes, assessments, repairs, depreciation, and general upkeep on real property.

(f) To hire agents to operate and manage any real property, or any interest therein, and to employ brokers or agents to sell or otherwise dispose of any real property or any part thereof.

(g) To take any action required to convert any corporation into a partnership or sole proprietorship or to organize a corporation under the laws of the State of Mississippi or any other state and to transfer thereto all or any part of the real property, and to receive in exchange therefor such stocks, bonds and other securities as may be deemed advisable.

(h) To treat the real property development as an entity separate from the Grantor's estate or this Trust and in accountings to the beneficiaries, the Trustee shall only be

required to report the earnings and condition of the real property in accordance with standard accounting practices.

(i) The Grantor is aware that certain risks are inherent in the operation of any real property and in determining any question of liability for losses, it should be considered that the Trustee is engaging in a speculative enterprise at the Grantor's express request.

(13) To continue to hold any oil, gas, mineral and other natural resource property or interests of any character which the Grantor may own at the time of his death and held in fee, as lessee, lessor, licensee or jointly as a joint tenant or a partner for such period as the Trustee may deem advisable and regardless of whether such property or interest is of the class or diversification authorized by law for investment of trust funds, and to operate as a sole proprietorship or as a partnership or corporation any such property or interest and any other similar property or interest which may be acquired by the Grantor's estate or by this Trust, and to do any and all things necessary or appropriate for the management and operation of such property or interest, including, but not limited to, in addition to the other powers and authority conferred by law or contained in this Article, the following powers:

(a) To enter into any agreement relating to the exploration, development or operation of such property or interests.

(b) To sell, exchange, lease or sublease such property or interests on such terms as may be deemed appropriate including the authority and power to enter into such transactions with any beneficiary hereunder.

(c) To make or obtain loans or advances or to mortgage such property or interest on such conditions at such rates of interest and for such purposes as may be deemed advisable, and to invest or loan non-natural resource assets of the Grantor's estate or of this Trust in or to such property or interest or to pledge such assets as security for loans made to such property or interest.

(d) To drill, test, explore, mine, develop and otherwise exploit any and all such rights and interests.

(e) To employ supervisors and operators and to delegate to such supervisors and operators any and all powers necessary to the management and operation of such property.

(f) To spend from income, principal, or both, amounts as may be deemed advisable for exploration, development, operation or conservation of such property or interest.

(g) To allocate between income and principal the net proceeds received.

(h) To take any action required to convert any corporation into a partnership or sole proprietorship or to organize a corporation under the laws of the State of Mississippi or any other state and to transfer thereto all or any part of the property or interests and to receive in exchange therefor such stocks, bonds and other securities as may be deemed advisable.

(i) To treat the property or interest as an entity separate from the Grantor's estate or this Trust and in accountings to the beneficiaries, the Trustee shall only be required to report the earnings and condition of the property or interest in accordance with standard accounting practices.

(j) The Grantor is aware that certain risks are inherent in the operation of any oil, gas, mineral and other natural resources property or interest, and in determining any question of liability for losses, it should be considered that the Trustee is engaging in a speculative enterprise at the Grantor's express request.

(14) To sell, mortgage, exchange, pledge, hypothecate, lease or otherwise dispose of any property, real or personal, originally or subsequently acquired by the Trustee upon such price, terms and conditions as the said Trustee shall deem best, in its uncontrolled discretion, and from time to time, to invest and reinvest in such other property, including property owned by the Grantor's estate or the estate of Grantor's spouse, either real or personal, tangible or intangible, as the Trustee, in its sole judgment, may deem expedient or advisable, notwithstanding any legal or statutory requirements as to investments by trustees, all of which property shall be held by the Trustee upon like uses and trusts as the property originally coming into the Trustee's hands. The Trustee may borrow such funds as determined necessary in the purchase of property for investment or for any other purpose and may mortgage, pledge or hypothecate such property or interest in property in the trust estate as security for said loans as may be necessary or proper therefor.

(15) To lend funds to the credit of the trust estate to any person, firm, corporation or other legal entity upon the security of such property and upon such terms and in such manner as the Trustee alone may deem advisable, notwithstanding that such collateral or security (or some portion thereof) may not be of the character designated by the laws of the State of Mississippi as legal investments for trust funds.

(16) To hold, promote, form, purchase and operate any type of lawful business enterprise either alone, in an association with a person, persons, firm, corporation or other trust or as a partner, limited or general, and to do all things deemed necessary and proper in the conduct of a business, including the sale, dissolution and/or liquidation of the same, and, in general, to exercise every right and power as trustee which could be exercised by an individual owner of such interest as may be held by the Trustee.

(17) To contract for life insurance policies that are payable to the Trust or trusts herein created, and to pay the premiums on said policies from the principal or income of said Trust or trusts, to accept any assignment of life insurance policies that may previously have been

contracted for by the Grantor or any other person, and pay the premiums accruing thereon, subsequent to such assignment, provided the Trust or trusts herein created, the Grantor's estate or the beneficiary or one of the remaindermen of those trusts is the beneficiary thereof, or that the said policy is on the life of the beneficiary or one of the remaindermen of those trusts regardless of who the beneficiary of said policy may be.

C. The Grantor hereby expressly authorizes the Trustee, in its discretion, without regard to whether it may also be serving as a personal representative of the Grantor's estate or the estate of the Grantor's spouse, to purchase on behalf of the Trust estate any property, real, personal or mixed, tangible or intangible, and wherever situated, belonging to the Grantor's estate or the estate of the Grantor's spouse, or to make loans or advancements, secured or unsecured, or to guarantee such loans or advancements, to the personal representative of the Grantor's estate or the estate of the Grantor's spouse in order to provide funds with which to pay claims, taxes, administration expenses, or any other indebtedness of such estates. Any such purchases, loans, advancements or guarantees shall be made upon such terms and conditions as the Trustee in its discretion deems appropriate. The Trustee shall not be liable for any loss to the Trust estate by reason of acting in accordance with this Article, except for gross negligence, malfeasance, fraud, dishonesty or willful misappropriation.

D. If in the reasonable opinion of the Trustee, any beneficiary is addicted to drugs or alcohol, or is incapacitated through illness, age or other cause, to the extent that it would not be to the best interest of the beneficiary for a distribution of income or principal to be made hereunder, the Trustee may withhold such distribution in its entirety or, in its discretion, apply all or any portion of such distribution on behalf of said beneficiary (whether by direct payment of such beneficiary's expenses or by payment to a person selected by the Trustee to receive payment for such beneficiary), until such time (up to and including the entire life of said beneficiary if necessary), as said beneficiary is no longer addicted to drugs or alcohol, or incapacitated through illness, age or other

cause. With respect to drug or alcohol addiction, the Trustee may rely upon a medical opinion from a doctor of its choice as to the beneficiary's status, and if the beneficiary refuses to submit to a medical examination, sufficient for such opinion to be given, the Trustee may withhold the distribution until the beneficiary submits to such examination and the Trustee has satisfied itself that the beneficiary is not addicted. The determinations of the Trustee hereunder shall be conclusive on all concerned.

E. Whenever under the provisions of this Trust, income or principal vests in a person who is a minor or is distributable, at the discretion of the Trustee, to or for the benefit of a person who is a minor, the Trustee, in its sole and absolute discretion, as donee of a power, may (i) distribute all or any part of such property (a) to or for the benefit of such minor even though such distribution may result in an incidental benefit to the person with whom such minor resides or such minor's guardian, (b) to the guardian of such minor's property wherever appointed without the requirement of ancillary appointment, (c) to a custodian selected by the Trustee for the beneficiary under a Uniform Gifts to Minors Act or similar applicable law, or (d) to the person with whom such minor is residing for such minor's benefit without the requirement of a bond or security; or (ii) hold, manage, invest and reinvest all or any part of such property, and until such minor attains the age of majority or dies, to accumulate or to pay to or for the benefit of such minor all or any portion of the net income or principal of such fund at such times and in any manner, as set forth in (i) hereinabove, as the Trustee may deem advisable in its sole and absolute discretion, and any net income not distributed shall be added to and commingled with the principal of such fund. Upon such minor's attaining the age of majority, the Trustee shall distribute the undistributed income and principal of such fund to such minor or, in the case of such minor's death before attaining the age of majority, at

such time, distribute such property to the Administrator, Executor, or Personal Representative of such minor's estate, to be disposed of as a part thereof. The Trustee shall be fully discharged by any distribution in accordance with the provisions of this paragraph, shall not be required to give bond or security or to render public accountings to any court, shall with respect to such fund have all of the powers otherwise conferred by this Trust or by law upon the Trustee, and shall be entitled to compensation as though it were holding such fund as a separate trust.

F. The Trustee is authorized to pay to, or for the benefit of, the estate of a deceased beneficiary all, or a lesser amount, of the funeral expense of said deceased beneficiary as the Trustee in its sole discretion deems proper. This paragraph does not impose a legal duty upon the Trustee to make such payment, but merely grants the authority to make payment if the Trustee deems it proper. No liability shall be imposed upon the Trustee for making, or refusing to make, a payment under this power.

G. When required to make a distribution or transfer of all or a part of the assets of the Trust, the Trustee may retain therefrom assets sufficient in his judgment to cover a liability which may then or later be imposed upon it including, but not limited to, his liability for income and other taxes, until such liability shall have been finally determined.

H. The Trustee may, upon giving notice to each beneficiary, surrender, disclaim, release, relinquish or amend, either in whole or in part, or to reduce in scope any administrative provision of this Agreement which causes unanticipated tax liability, or conform the administrative provisions of this Agreement to the requirements of the applicable taxing authorities. The Trustee is, therefore, expressly authorized to enter into any and all agreements with the Internal Revenue Service or any other governmental body or official or to execute, from time to time, any declarations of policy or

disclaimers restricting the discretion given it, as will, in the discretion of the Trustee, tend to minimize the taxes engendered by this Trust.

I. If at any time the Trustee is trustee of two or more trusts, with substantially the same terms and benefiting the same individual, created hereunder or under any other instrument by the Grantor or by any other person, the Trustee may commingle the assets of such trusts and hold and administer them as a single trust.

ARTICLE X ACCOUNTING BY TRUSTEE

The Trustee shall be required to (1) make or render an annual formal accounting; and (2) make available to each beneficiary (whether vested or contingent) all records and reports which would disclose in a true and complete manner the value of the Trust funds at the end of any calendar month and the operation of the Trust funds during any calendar or fiscal year adopted by the Trust for tax or accounting purposes.

ARTICLE XI SPENDTHRIFT

To the fullest extent enforceable under applicable law, the Grantor directs that neither the principal of said Trust (or any trusts created hereunder), nor the income therefrom, shall be subject to or liable for any of the debts, contracts, engagements or taxes of any of the beneficiaries thereof; nor shall the same be liable to execution, attachment or any other legal process whatsoever at the suit of any creditor or otherwise; nor shall the same be subject to assignments, transfer or anticipation; but all payments of principal and income as herein provided for shall be made by the Trustee to the beneficiaries designated herein being entitled thereto upon their own proper receipt in writing.

ARTICLE XII
INCAPACITY

A. In the event that the Trustee hereunder comes into possession of any of the following:

(1) a court order, which such Trustee deems to be jurisdictionally proper and still currently applicable, holding a person to be legally incapacitated to act in his behalf or appointing a guardian of the person or property to act for him;

(2) duly executed, witnessed and acknowledged written certificates of two licensed physicians (each of whom represents that he is certified by a recognized medical board) certifying that such physician has examined a person and concluded that, by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or similar cause, such person had, at the date thereof, become incapacitated to act rationally and prudently in his own financial best interests, and both of which certificates are unrevoked; or

(3) evidence which such Trustee deems to be credible and still currently applicable that a person has disappeared, is unaccountably absent, or is being detained under duress where he is unable effectively and prudently to look after his own financial best interests; then, in such event and under those circumstances, (i) such person shall be deemed to have thereupon become "incapacitated", as that term is used in and for all of the purposes of this Agreement, and (ii) such incapacity shall be deemed to continue until such court order, certificates and/or circumstances have become inapplicable or have been revoked. Any physician's aforesaid certificate may be revoked by a similar certificate to the effect that such person is no longer thus incapacitated executed either (i) by the originally certifying physician, or (ii) by two other licensed, board certified physicians. In the event that the Trustee is the possibly incapacitated person, delivery of the items specified above may be made upon any beneficiary.

B. The Trustee shall not be under any duty to institute any inquiry into a person's possible incapacity, but the expense of any such inquiry reasonably instituted may be paid from Trust assets.

C. Each person who signs this Agreement as a Trustee hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential medical information insofar as that disclosure would be pertinent to any inquiry under this Article XII.

ARTICLE XIII
SUCCESSOR TRUSTEES

A. From and after the Grantor's death, incapacity or resignation as Trustee, both PAUL DEAN WHITFIELD JR. and JOSEPH BRYANT WHITFIELD, and the survivor of them, shall serve as Co-Trustees.

B. The powers hereinbefore granted to replace Trustees or successor Trustees shall be exercised only by delivering an instrument in writing signed by the person possessing such power to each of the Trustee or Trustees then serving. The change in Trustees thereby effected shall be effective immediately, and title to Trust assets shall vest immediately in such additional or successor Trustee without any formal transfer.

D. No successor Trustee appointed pursuant to the foregoing provisions shall be liable or responsible in any way for any acts or defaults of any predecessor Trustee or for any acts or defaults of a Trustee prior to its appointment, or for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee prior to its appointment, but such successor Trustee shall be liable only for its own acts and defaults in respect to property actually received by it as Trustee, in accordance with the standard of liability hereinafter set forth; and with the consent of the person making designation of such successor Trustee, the successor Trustee may accept the assets and property delivered to it by the predecessor Trustee as a full and complete discharge to the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary under this Agreement by reason of so doing.

E. In the event there shall be more than one party acting as Trustee, the following provisions shall apply:

(1) If there shall be an odd number of Trustees, the decision of a majority shall control in discretionary matters.

(2) If there should be an even number of Trustees, the decision of a majority shall likewise control in discretionary matters, unless there are only two Trustees in which case the concurrence of both Trustees shall be required in deciding discretionary matters.

(3) The Trustees may designate any one or more of them to sign checks on behalf of the Trust.

F. No Trustee or successor designated hereunder or named pursuant to powers granted hereunder, whether individual or corporate, whether serving singularly or jointly, shall be required to furnish bond or make an accounting to any court with respect to the performance of its duties, and no Trustee or successor shall be liable for any of its actions as Trustee, except for gross negligence, fraud, dishonesty, or willful misappropriation.

G. Any person serving as a Trustee hereunder may resign at any time upon giving thirty (30) days notice in writing to the person or persons then possessing the power to remove or appoint a successor Trustee pursuant to this Article. A resigning Trustee shall render an accounting in accordance with standard accounting practices to the persons above-described within thirty (30) days after such resignation unless such persons expressly waive such accounting.

ARTICLE XIV
INCONTESTABILITY

The beneficial provisions of this Agreement and of the Grantor's Will are intended to be in lieu of any other rights, claims or interests of any nature whatsoever, whether statutory or otherwise, except bona fide pre-death debts, which any beneficiary hereunder may have against or in the Grantor's estate or the properties in Trust hereunder. Accordingly, if any beneficiary hereunder asserts any claim of any nature whatsoever (except a legally enforceable debt), statutory election, or other right or interest against or in the Grantor's estate, Grantor's Will, or any properties of this Trust, other than pursuant to the express terms hereof or of said Will, or directly or indirectly contests, disputes or causes into question, before any court or tribunal, the validity of this Agreement or of said Will or the validity of any provisions of this Agreement or of said Will, then:

A. All costs related to any such assertion by such beneficiary shall be directly charged to and borne by said beneficiary's interests hereunder; and

B. (1) Such beneficiary shall thereby absolutely forfeit any and all beneficial interests of any nature whatsoever which such beneficiary might otherwise have under this Agreement and the interests of the other beneficiaries hereunder shall thereupon be appropriately and proportionately increased and/or advanced;

(2) All of the provisions of this Agreement, to the extent that they confer any benefits, powers, or rights whatsoever upon such claiming, electing, or contesting beneficiary, shall thereupon become absolutely void and revoked; and

(3) Such claiming, electing, or contesting beneficiary, if then acting as a Trustee hereunder, shall automatically cease to be a Trustee, and shall thereafter be ineligible either to select, remove, or become a Trustee hereunder.

C. The foregoing shall not be construed, however, to limit the appearance of any beneficiary as a witness in any proceeding involving this Agreement or said Will, nor to limit any

beneficiary's appearance in any capacity in any proceeding solely for the construction of either of said documents.

ARTICLE XV
LAW APPLICABLE

This Trust shall be construed under the laws and decisions of the State of Mississippi.

ARTICLE XVI
DEFINITIONS

A. Unless otherwise stated, all statutory references in this Agreement are to sections of the Internal Revenue Code of 1986, as amended, and include any corresponding provisions of the federal tax law which may, from time to time be in effect.

B. References in this instrument to "Grantor's heirs" mean those persons, other than creditors, who would take the personal property of the Grantor under the laws of the State of Mississippi if the Grantor had died intestate at the time stipulated for distribution, not married and domiciled in such state. In determining who such persons are, it shall be assumed that all decrees of divorce rendered by a court of record, wherever located, are valid. Distribution to such persons shall be made in the manner and in the proportion that personal property of the Grantor would be distributed under the laws of the State of Mississippi if the Grantor had died intestate at the time stipulated for distribution, not married, owning the property available for distribution and no other property and domiciled in such state.

C. Whenever distribution is to be made to designated "issue" on a per stirpes basis, the property shall be distributed to the persons and in the proportions that personal property of the named ancestor would be distributed under the laws of the State of Mississippi in force at the time

stipulated for distribution if the named ancestor had died intestate at such time, domiciled in such State, not married and survived only by such issue.

D. Whenever the Trustee has discretion to pay income or principal to designated "issue", payment may be made to or for the benefit of an issue of the second or more remote degree even though payment is also made, or could be made, to the parent of such issue.

E. Where the context so requires, the masculine, feminine and neuter genders wherever used herein shall each be deemed to include the other as well, and the singular shall include the plural and vice versa.

F. The term "Trustee", wherever used herein, shall also include plural Trustees where more than one Trustee is serving, and shall also include any and all Co-Trustees and successor Trustees appointed pursuant to the provisions of this Agreement.

G. The term "devise", when used in this Agreement as a verb, means to dispose of real or personal property, and includes the terms give and bequeath. The term "devise", when used in this Agreement as a noun, means a disposition of real or personal property, and includes the terms gift and bequest. The term "devisee", in this Agreement, means any person designated to receive a devise. In the case of a devise to a Trust or Trustee herein, the Trust or Trustee is the devisee and the beneficiaries are not the devisees.

H. All references in this Agreement to "Personal Representative" shall have the same meaning as given to the words "Executor" or "Executrix" in the Will to which reference is made hereby.

I. The term "Will" shall mean the instrument which the Trustee in good faith believes to be the last will and testament (including codicils thereto) of the person indicated.

J. Neither the Grantor nor any beneficiary of this Trust shall receive compensation for serving as a Trustee. The compensation of a non-beneficiary Trustee shall be reasonable, considering the services performed and to be performed by said person, the responsibility assumed, and its standard fee schedule, if any, shall be a major factor in determining said person's compensation. Any Trustee, whether corporate or individual, shall be entitled to reimbursement for all reasonable expenses incurred in the performance of its duties hereunder.

TESTIMONIUM

IN WITNESS WHEREOF, the Grantor and the Trustee have hereunto set their hands at Memphis, Tennessee, on the date first above written.

Paul Dean Whitfield, Sr.
PAUL DEAN WHITFIELD SR., Grantor

Paul Dean Whitfield, Sr.
PAUL DEAN WHITFIELD SR., Trustee

Paul Dean Whitfield Jr.
PAUL DEAN WHITEFIELD JR., Trustee

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

On this 10 day of May, 2001, before me T.E. BAZZONE appeared PAUL DEAN WHITFIELD SR. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Instrument, and acknowledged that he executed it. I declare under the penalty of perjury that the person whose name is subscribed to this Instrument appears to be of sound mind and under no duress, fraud or undue influence.



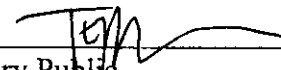
Notary Public

My Commission Expires:

3/30/2003

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

On this 10 day of May, 2001, before me T.E. BAZZONE appeared BILLIE A. WHITFIELD personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Instrument, and acknowledged that she executed it. I declare under the penalty of perjury that the person whose name is subscribed to this Instrument appears to be of sound mind and under no duress, fraud or undue influence.



Notary Public

My Commission Expires:

3/30/2003

SCHEDULE A

Lot 6, First Revision of Lots 1, 4 and 5 of Moore 5-Lot Subdivision, in Section 25, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 37, Page 5, in the office of the Chancery Clerk of DeSoto County, Mississippi. LESS and EXCEPT that portion conveyed to Bancorpsouth Bank in Book 349, Page 781.